

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

In the Matter of	)	
	)	
Amendment of Section 73.202(b)	)	MM Docket No. 96-10
Table of Allotments	)	RM-8738
For Broadcast Stations	)	RM-8799
(Farmersville, Blue Ridge,	)	RM-8800
Bridgeport, Eastland,	)	RM-8801
Flower Mound, Greenville,	)	
Henderson, Jacksboro, Mineola,	)	
Mt. Enterprise, Sherman and	)	
Tatum, Texas; and Ada, Ardmore	)	
and Comanche, Oklahoma)	)	

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To: Chief, Allocations Branch  
Policy and Rules Division  
Mass Media Bureau

**JOINT REQUEST FOR SETTLEMENT**

Hunt Broadcasting, Inc., Cowboy Broadcasting, L.L.C. (collectively "KIKM"), Galen O. Gilbert, Greenville Broadcasting, Thomas S. Desmond and Farmersville Radio Group hereby jointly request that the Commission approve a settlement of these parties respective proposals in this proceeding. The proposals set forth for Commission consideration in this proceeding are as follows:

(1) the allotment of Channel 260C3 to Farmersville, Texas, requested by Galen O. Gilbert (RM-8738) and supported by Farmersville Radio Group; (2) the allotment of Channel 260A to Blue Ridge, Texas, requested by Thomas S. Desmond (RM-8800); (3) the allotment of Channel 260C3 to Greenville, Texas, requested by

D.W.

Greenville Broadcasting (RM-8801); and (4) the proposal of Hunt Broadcasting and Cowboy Broadcasting, L.L.C. along with five other licensees to upgrade Station KIKM to Channel 244C at Flower Mound, Texas, and various other changes to the FM Table of Allotments (RM-8799).

1. By this settlement, (1) Galen O. Gilbert is willing to withdraw his request for Channel 260C3 at Farmersville in exchange for reimbursement of his expenses in accordance with Section 1.420(j) of the Commission's Rules; (2) Farmersville Radio Group is willing to modify its proposal to specify Channel 221A at Farmersville and apply for that channel if allotted in exchange for reimbursement of its expenses. A channel study demonstrating that Channel 221A can be allotted to Farmersville and not conflict with any of the other proposals in this proceeding is attached. (3) Greenville Broadcasting is willing to withdraw its proposal to allot Channel 260C3 to Greenville in exchange for reimbursement of its expenses. (4) Thomas S. Desmond is willing to withdraw his proposal to allot Channel 260A to Blue Ridge in exchange for reimbursement of his expenses.

2. The appropriate certifications and the Settlement Agreement are provided to the Commission in attachments. These agreements and certifications comply with Section 1.420(j) of the Commission's Rules. The settlement agreements were not reached in time for all parties to provide the documentation needed to indicate the total amount of expenses. That documentation is being


compiled and will be provided within the next ten days as a supplement to this Joint Request.

3. Accordingly, the parties to this settlement urge the Commission to allot Channel 221A to Farmersville, Texas as its first local service and to adopt all of the proposals contained in the counterproposal of Hunt Broadcasting, Inc. and Cowboy Broadcasting, L.L.C. The public interest will be served by the adoption of these proposals and by eliminating the need for Commission's staff to compare the various proposals so that the proceeding can be resolved in a final manner.

Respectfully submitted

**HUNT BROADCASTING, INC.  
COWBOY BROADCASTING, L.L.C.**

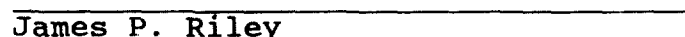
By:

  
Mark N. Lipp

Mullin, Rhyne, Emmons and Topel, P.C.  
1225 Connecticut Avenue, N.W., #300  
Washington, D.C. 20036  
(202) 659-4700

**GALEN O. GILBERT**

By:

  
James P. Riley

Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17th Street--11th Floor  
Rosslyn, VA 22209  
(703) 812-0450

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Respectfully submitted

HUNT BROADCASTING, INC.  
COWBOY BROADCASTING, L.L.C.

By: \_\_\_\_\_

Mark N. Lipp

Mullin, Rhyme, Emmons and Topel, P.C.  
1225 Connecticut Avenue, N.W., #300  
Washington, D.C. 20036  
(202) 659-4700

CALEN O. GILBERT

By: \_\_\_\_\_

James P. Riley

Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17th Street--11th Floor  
Rosslyn, VA 22209  
(703) 812-0450

**GREENVILLE BROADCASTING**By: **Linda J. Eckard  
Mark Van Bergh**

**Roberts & Eckard, P.C.  
1150 Connecticut Avenue, N.W., #1100  
Washington, D.C. 20036  
(202) 296-0533**

**FARMERSVILLE RADIO GROUP**By: **Ashton R. Hardy  
Michael Lamers**

**Hardy & Carey, L.L.P.  
111 Veterans Memorial Boulevard, #255  
Metairie, LA 70005  
(504) 830-4650**

**THOMAS S. DESMOND**By: **John J. McVeigh**

**Bernstein & McVeigh  
1818 N Street, N.W., #700  
Washington, D.C. 20036  
(202) 296-1800**




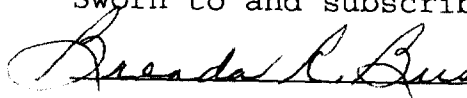
## ENGINEERING CERTIFICATION

STATE OF ALABAMA    )  
                                  )  
BUTLER COUNTY        )

Paul Reynolds, being first duly sworn upon oath deposes and says:

- \* That he has completed undergraduate studies in the field of communications at the University of Southern Mississippi.
- \* That he has completed course requirements for a Masters Degree in communications at the University of Alabama.
- \* That he completed basic electronics at DeVry Technical Institute.
- \* That he has been operating as an independent communications consultant since 1980.
- \* That he is familiar with the Commission's Rules and Regulations.
- \* That the engineering information for Hunt Broadcasting Inc./Cowboy Broadcasting, L.L.C. reply comments to MM Docket No. 96-10 were prepared by me or under my direct supervision.
- \* That all information presented is believed to be true and correct and in full compliance of the technical standards contained in the Commission's Rules and Regulations in affect at the time of the applicant's filing date.

  
Paul Reynolds

Sworn to and subscribed before, this 21st day of May, 1996.  
 my commission expires 6-22-97.

# ENGINEERING STATEMENT

IN SUPPORT OF

## REPLY COMMENTS

MM DOCKET 96-10  
HUNT BROADCASTING, INC.  
COWBOY BROADCASTING, L.L.C.

### REPLY COMMENTS ENGINEERING STATEMENT

The instant engineering statement is submitted in support of the Hunt Broadcasting, Inc. ("Hunt") and Cowboy Broadcasting, L.L.C. ("Cowboy") counterproposal for the above captioned proceeding.

Additional engineering studies have been conducted in an attempt to provide the allocation of a new channel at Farmersville, Texas. Various petitioners had requested either channel 260A or channel 260C3 in the Farmersville area. Since minimum distance spacing requirements do not allow the use of channel 260A or 260C3 at Farmersville and Mineola, Texas (KMOO), an unrelated substitute channel was needed.

Allocation studies depict that channel 221A can be allocated to Farmersville with a site restriction of 12.3 kilometers at 2° true. The allocation of this channel is made possible by the deletion of channel 221A and substitution of channel 277A at Commerce, Texas. This change was instituted in MM Docket 94-66.



### METHODS

The reference coordinates of North Latitude 33° 16' 21'' West Longitude 96° 21' 14'' were used as a reference point for the instant study. Exhibit E, Figure 1 is an allocation study depicting the proposed reference coordinates can be used for channel 221A at Farmersville without violating the Commission's minimum distance separation requirements.

A terrain study was conducted using this site in order to establish the proposed allocation's antenna CORAMSL. This figure was then used in a V-Soft "CONTOUR" program to establish a real-world 70 dBu contour. This contour was transferred to the V-Soft "INTERDLG" program, which generated the map shown as Exhibit E, Figure 2. This exhibit depicts a 70 dBu that will encompass all of the community's boundary for Farmersville.

### CONCLUSION

Since channel 260A and 260C3 at Farmersville are mutually exclusive with channel 260A at the KMOO licensed site, Hunt/Cowboy is offering channel 221A at Farmersville. The two attached exhibits demonstrate that this allocation will meet all of the Commission's minimum distance separation requirements.

# ENGINEERING STATEMENT

IN SUPPORT OF  
REPLY COMMENTS  
MM DOCKET 96-10  
HUNT BROADCASTING, INC.  
COWBOY BROADCASTING, L.L.C.

## ALLOCATION STUDY - CH221A @ FARMERSVILLE [DEPICTING SEPARATIONS FOR CH221A @ FARMERSVILLE]

33 16 21 N.	Class A	Search Date
96 21 14 W.	Current rules spacings	05-24-96
----- Channel 221 - 92.1 MHz -----		
Call Ch# City	State Bear' Dist' R'grd	Margin
-----		
Community of Farmersville	TX 181.6 12.30	
Reference Coordinates:		
North Latitude: 33-09-42		
West Longitude: 96-21-27		
>KEMM 221A Commerce	TX 105.6 32.10 115.0	-82.90 *
Of no concern		
Changed to Channel 277A		
in MM Docket 94-66		
>KDOK.C 221C3 Tyler	TX 134.5 141.97 142.0	-0.03 *
KZPS 223C Dallas	TX 217.2 95.15 95.0	0.15 *
KVTT 219C Dallas	TX 217.4 95.28 95.0	0.28 *
KSSU 220A Durant	OK 358.6 81.64 72.0	9.64 *
>KDOK 221A Tyler	TX 134.4 136.55 115.0	21.55
>KFXXI.C 221C1 Marlow	OK 215.5 223.55 200.0	23.55
>KDOK.C 221A Tyler	TX 134.5 141.97 115.0	26.97
KCLEFM 221C2 Glen Rose	TX 230.1 198.73 166.0	32.73

EXHIBIT E  
Figure 1

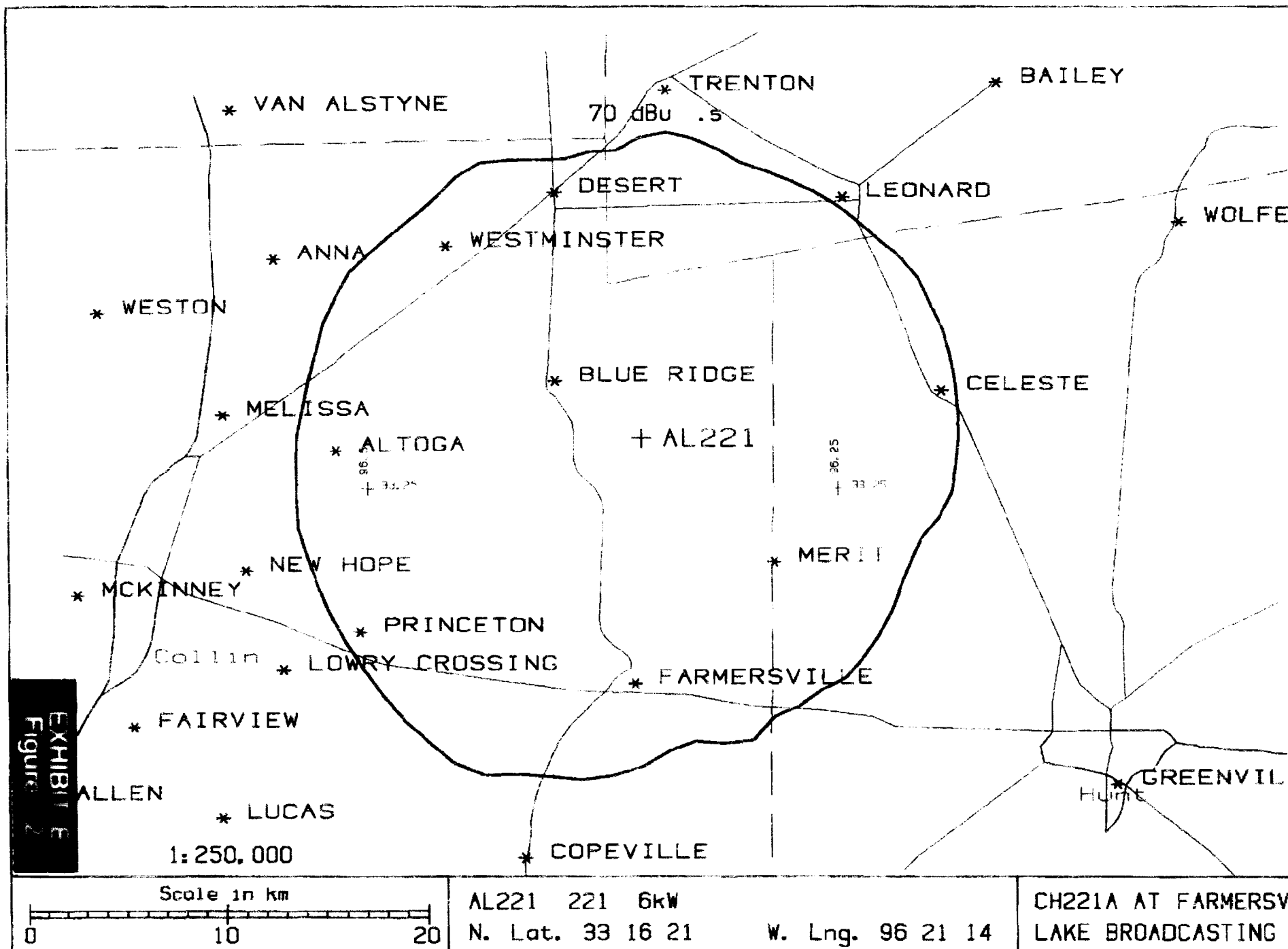


EXHIBIT E  
Figure 2

## **SETTLEMENT AGREEMENT**

This Agreement is made and entered into as of this 23rd day of May, 1996, between Farmersville Radio Group ("FRG") and Hunt Broadcasting, Inc. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes in the FM Table of FM Allotments for a number of FM stations;

WHEREAS, FRG has expressed an interest in this same proceeding in the proposal for Channel 260C3 at Farmersville, Texas; and

WHEREAS, the Hunt and FRG rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and FRG agree as follows:

1. FRG shall join in a pleading in which it withdraws its interest in Channel 260C3 at Farmersville, Texas, and instead proposes the allotment of Channel 221A at Farmersville.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of FRGs legitimate and prudent expenses incurred by participating in this proceeding as evidenced by the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties may file their own pleadings urging adoption of their respective proposals in addition to jointly filing a request for FCC approval of the settlement.

5. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

6. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

7. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

  
Farmersville Radio Group

  
Janice Hunt, President  
Hunt Broadcasting, Inc.

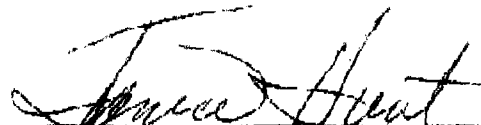
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9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

\_\_\_\_\_  
Farmersville Radio Group

  
\_\_\_\_\_  
Janice Hunt, President  
Hunt Broadcasting, Inc.

**CERTIFICATION**

I, Marlin Maddoux, as President of Farmersville Radio Group, filed an expression of interest in a rule making petition to allot Channel 260C3 to Farmersville, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc., whereby I agree to withdraw my interest in Channel 260C3 and instead propose Channel 221A at Farmersville, Texas, in exchange for my reasonable and prudent expenses, an itemization of which will be provided within ten (10) days of this date. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.

I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.


  
Farmersville Radio Group

May 24, 1996



**CERTIFICATION**

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Farmersville Radio Group any consideration in excess of its legitimate and prudent expenses in exchange for the modification of its rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.

  
Janice Hunt, President  
Hunt Broadcasting, Inc.

5-24-96  
Date

## **SETTLEMENT AGREEMENT**

This Agreement is made and entered into as of this 23rd day of May, 1996, between Galen O. Gilbert ("Gilbert") and Hunt Broadcasting, Inc. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Gilbert has also filed a rule making petition in this proceeding to allot Channel 260C3 to Farmersville, Texas; and

WHEREAS, Hunt has filed a rule making proposal in this same proceeding requesting changes in the Table of FM Allotments for a number of FM stations; and

WHEREAS, the Hunt and Gilbert rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and Gilbert agree as follows:

1. Gilbert shall file a pleading in which he withdraws his request for Channel 260C3 at Farmersville, Texas.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of Gilbert's legitimate and prudent expenses incurred by participating in this proceeding as evidenced by the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties may file their own pleadings urging adoption of their respective proposals in addition to jointly filing a request for FCC approval of the settlement.

5. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

6. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

7. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

05/24/1996 14:48 FROM

FLETCHER HEALD & HILDETH

2028700604

7407

MAY-24-1996 13:25 FROM FLETCHER HEALD & HILDETH TO 0747501419038836064 P.05

MULLIN, RHYNE


ID:202-872-0604

MAY 23 '96 18:15 No.015 P 04

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WITNESSE, the parties have entered into this Agreement as evidenced by their respective signatures.

  
Bruce O. Gilbert

  
James East, President  
East Broadcasting, Inc.

17038120448612 P.02

TO

20 P.02 TOTAL  
MAY-24-1996 13:25 FROM KXKE RADIO

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

\_\_\_\_\_  
Galen O. Gilbert

\_\_\_\_\_  
Janice Hunt, President  
Hunt Broadcasting, Inc.

MAY-24-1996 14:38 FROM KDXE RADIO

TO

1703812018612

P. 01

**DECLARATION**

I, Galen O. Gilbert, filed a rule making petition to allow Channel 26DC3 to Farmersville, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc., whereby I agree to withdraw my proposal for Channel 26DC3 at Farmersville, Texas, in exchange for my reasonable and prudent expenses totaling \$ 2,920.60. An itemization of these expenses is attached. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.

I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.

  
Galen O. Gilbert

May 24, 1996  
Date

TOTAL P.01


**EXPENSES RELATING TO FARMERSVILLE, TX. APPLICATION**

1. Arthur C. Morris  
Population Studies for Farmersville  
application \$154.00
2. Fletcher HealdHildketh, Attorneys  
Legal regarding Farmersville Application \$1,748.00
3. Guy C. Hutcheson, Engineer  
Frequency Search and preparation of  
engineering for Farmersville Application \$950.00
4. OPS, Telephone, Misc. relating to the  
Farmersville application and location of  
transmitter location \$68.60

Total out of pocket expenses relating to the  
Farmersville application \$ 2,920.60

**CERTIFICATION**

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Galen U. Gilbert any consideration in excess of his legitimate and prudent expenses in exchange for the withdrawal of his rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.

  
Janice Hunt, President  
Hunt Broadcasting, Inc.

5-24-96  
Date



## **SETTLEMENT AGREEMENT**

This Agreement is made and entered into as of this 23rd day of May, 1996, between Thomas S. Desmond ("Desmond") and Hunt Broadcasting, Inc. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes in the Table of FM Allotments for a number of FM stations; and

WHEREAS, Desmond has also filed a rule making proposal in this same proceeding to allot Channel 260A to Blue Ridge, Texas; and

WHEREAS, the Hunt and Desmond rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and Desmond agree as follows:

1. Desmond shall join in a pleading in which he withdraws his request for Channel 260A at Blue Ridge, Texas.